

**FISHING AGREEMENT between the Republic of Seychelles and the Taiwan
Deep Sea Tuna Boatowners and Exporters Association on fishing activities in
Seychelles Waters.**

THE REPUBLIC OF SEYCHELLES (hereinafter referred to as "Seychelles") of the one part

And

TAIWAN DEEP SEA TUNA BOATOWNERS AND EXPORTERS ASSOCIATION (hereinafter referred to as "the Association") of the other part

RECALLING that Seychelles exercises sovereign rights over the resources within its Exclusive Economic Zone (EEZ) which extends up to 200 nautical miles from its coasts,

CONSIDERING the close working relationship between the Seychelles and the Association, particularly in their mutual desire to intensify that relationship,

HAVING REGARD to the United Nations Convention on the Law of the Sea,

AWARE of the importance of the principles established by the Code of Conduct for Responsible Fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, consistent with policy and ensure synergy of effort,

DESIROUS of establishing terms and conditions governing the fishing activities of the Association's vessels in the waters of Seychelles and the Association's support for the promotion of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities through the setting up and development of joint enterprises involving companies from both Parties,

HAVE AGREED AS FOLLOWS: -

ARTICLE 1

- 1.1 The purpose of this Agreement is to establish the terms and conditions under which vessels belonging to or operated by the members of the Association (hereinafter referred to collectively as "Association Vessels" or singly as "Association Vessel") may carry out longline fishing for tuna and tuna-like species in the waters over which Seychelles has jurisdiction or sovereignty (hereinafter referred to as "Seychelles Waters").
- 1.2 For the purpose of this Agreement and unless the context otherwise requires the expression "owner of an Association Vessel" includes the operator of an Association Vessel.

ARTICLE 2

- 2.1 The Association undertakes to take all necessary steps to ensure that the Association's Vessels comply with this Agreement and the laws relating to fishing in Seychelles.
- 2.2 The fishing activities under this Agreement shall be subject to the terms and conditions set out in Annex 1 of this Agreement.

ARTICLE 3

- 3.1 Seychelles shall allocate fishing opportunities to the Association's Vessels covered by this Agreement to fish for tuna and tuna-like species in Seychelles Waters during and in accordance with this Agreement.
- 3.2 The typical description of the Association's Vessels covered by this Agreement is specified in Annex 2.
- 3.3 The allocation of the fishing opportunities to the Association's Vessels may be reviewed by mutual agreement between the parties, provided that any changes comply with any recommendations or resolutions adopted by the Indian Ocean Tuna Commission (IOTC) regarding the management of stocks liable to be affected by such redistribution.

ARTICLE 4

- 4.1 Fishing activities by an Association Vessel in Seychelles Waters may be carried out only pursuant to a licence granted by Seychelles.

- 4.2 The grant of a licence to an Association Vessel shall be subject to the payment of the licence fee by the owner of the vessel.
- 4.3 The formalities for making applications for licences, the terms of licences, the manner and method of computing the licence fees and the method of payment of the licence fees are set out in Annex 1.

ARTICLE 5

- 5.1 The Parties undertake to coordinate action to ensure the proper management and conservation of living resources, particularly the highly migratory species, in the Indian Ocean, especially in Seychelles EEZ.
- 5.2 Seychelles may at any time take such measures as it deems necessary in the circumstances in order to conserve and protect fishing stocks within its EEZ.
- 5.3 Subject to paragraph 5.4, before implementing any measures referred to in paragraph 5.2, which would affect the fishing activities of the Association's Vessels, Seychelles shall notify the Association and the Parties shall determine by agreement the most convenient ways to implement the measures.
- 5.4 In the absence of an Agreement under paragraph 5.3 or where Seychelles is of the opinion that the measures referred to in paragraph 5.2 have to be implemented immediately, based on scientific evidence and/or in accordance with IOTC measures, Seychelles may, after notifying the Association, take immediate steps to enforce any measures referred to in paragraph 5.2 and the Association shall ensure that the Association's Vessels comply with the measures.

ARTICLE 6

- 6.1 A Joint Committee shall be set up and which shall meet on a yearly basis, comprising of officials or members as determined by both parties and shall have the following functions:
- a) Monitoring the performance, interpretation and application of the Agreement;
 - b) Providing the necessary liaison: for matters of mutual interest relating to fisheries;
 - c) Reassessing, where necessary, the level of fishing opportunities;
 - d) Any other functions which the Parties decide on by mutual agreement.
- 6.2 The Joint Committee shall also be the forum which the Parties shall use to consult over any dispute(s) over the interpretation or application of this Agreement. However, if no

consensus is reached over the interpretation and/or application of this Agreement within the Joint Committee the matter shall be subject to arbitration under the conditions laid down in below:

1. Within one month from the date on which either Party has formally requested that a dispute be submitted to arbitration in accordance with Article 6 of this Agreement, each Party shall appoint one member of the arbitral tribunal and these two members shall, within two months from the same date, agree upon a national of a third party, not being a national of either Seychelles or Taiwan.
2. If the period specified in paragraph 1 has not been observed, or if the parties fail to agree upon a national of a third party as provided in paragraph 1, either Party may, in the absence of any other relevant arrangement, invite the Chief Justice of Seychelles to make the necessary appointment.
3. The Party requesting arbitration shall submit a statement of its claim and the grounds on which such claims is based to the other party at the time of making a request for arbitration.
4. The arbitral tribunal shall hold its first meeting in Seychelles. The venue of subsequent meetings of the tribunal shall be determined by the tribunal itself.

The arbitral tribunal shall, on the basis of the present Agreement and of other rules of international law, reach its decision by a majority of votes. Such decisions shall be binding. Although the cost of the arbitral tribunal shall normally be borne in equal parts by both Parties, the arbitral tribunal may rule otherwise concerning costs. In all other respects, the arbitral tribunal shall determine its own procedures.

ARTICLE 7

7. The Annexes and Appendices to this Agreement form an integral part of this Agreement and, unless otherwise specified, a reference to this Agreement shall also constitute a reference to the Annexes.

ARTICLE 8

- 8.1 This Agreement shall be for a period of 1 year unless notice of termination is given in accordance with Article 9.
- 8.2 The Parties may, within six months prior to the end of the period referred to in paragraph 8.1, by agreement, and after making such amendments or modifications to this Agreement, as they may agree between them, extend this Agreement for such further periods as they may agree and in accordance to Article 6.

ARTICLE 9

- 9.1 Application of this Agreement may be suspended or terminated at the initiative of either party in the event of a serious disagreement as to the application of provisions laid down in the Agreement.
- 9.2 The party concerned shall be required to notify the other party of its intention to suspend or terminate the Agreement, in writing, at least 90 days before the date on which suspension is due to take effect.
- 9.3 Upon receipt of this notification, the parties shall enter into consultations with a view to resolving their differences amicably.
- 9.4 License fees paid by Association vessels for the period in which the termination, suspension of this Agreement takes effect or review of fishing opportunities as defined in Article 3.3 shall be refunded *pro rata temporis*.

ARTICLE 10

10. Notwithstanding the expiration of this Agreement at the end of the term of the Agreement referred to in Article 14 or its suspension or termination under Article 9 or the taking of any measure under Article 5 by Seychelles an Association Vessel and master or owner of the Association Vessel shall continue to be liable for any breach of any provision of this Agreement or any laws of Seychelles which occurred before the expiration or termination of the Agreement or the taking of any measure under Article 5 or for any licence fee or any part of a licence fee due but not paid at the time of the expiration or termination of this Agreement or otherwise for any accrued liability.

ARTICLE 11

11. This Agreement shall be subject to the laws of Seychelles.

ARTICLE 12

12. Neither party shall divulge the content of this Agreement to a third party without the prior knowledge and written approval of the other party.

ARTICLE 13

13. A notice required to be served under this Agreement shall be deemed to have been served if sent by telefax, electronic mail or registered mail to

(a) in the case of Seychelles -

Managing Director
Seychelles Fishing Authority
P.O. Box 449
Fishing Port, Mahe, SEYCHELLES
Telefax No. 248-224508
Email: management@sfa.sc

(b) in the case of the Association-

Chairman, Indian Ocean Operation Committee
Taiwan Deep Sea Tuna Boatowners and Exporters Association
3F-2, No.2, Yu kang Middle 1st Road,
Chien Jehn District
KAOHSIUNG, TAIWAN.
Tel: (07) 841-9606-8
Fax: (07) 831-3304

ARTICLE 14

- 14.1 This Agreement shall come into force on 1st January, 2008 and shall end on 31st December, 2008.
- 14.2 Upon entering into force of this Agreement, all existing licences issued under the old Agreement shall continue but under the terms and conditions stated in Annex 1 of this Agreement.
- 14.3 Any unexpired portion of the fees shall be used on a *pro-rata temporis* basis towards the new fishing licence as per the conditions stated in Annex 1 and shall not be refunded should the Association decided not to abide to the terms and conditions stated in Annex 1 of this agreement. The licence shall subsequently be cancelled.

IN WITNESS WHEREOF the authorized representatives of the Parties have signed this Agreement made on this 24th day of December 2007.



Mrs Veronique Herminie
CHAIRPERSON
SEYCHELLES FISHING
AUTHORITY



Mr. Yin-Ho Liu
CHAIRMAN OF TAIWAN DEEPSEA
BOATOWNWERS & EXPORTERS
ASSOCIATION

ANNEX 1

CONDITIONS FOR THE PURSUIT OF FISHING ACTIVITIES BY THE ASSOCIATION'S VESSELS IN SEYCHELLES WATERS

1. FISHING OPPORTUNITIES

The fishing opportunities provided under Article 3 of the Agreement shall be for a maximum of:

120 surface longliners

2. LICENCE CONDITIONS -APPLICATION, DURATION AND FEES

2.1 Application of Licence

1. Applications shall be submitted through the Seychelles Fishing Authority to the Seychelles Licensing Authority on a form drawn up in accordance with the specimen in Appendix 4.
2. All licence applications shall be accompanied by the following documents:
 - proof of payment of the fee for the period of validity of the licence,
 - any other documents or certificates required under the specific rules applicable to the type of vessel concerned pursuant to this Agreement.
 - proof of authorisation from the Association that the vessel is authorised to operate in the Indian Ocean.
 - a copy of the International Tonnage Certificate (1969) for vessels taking licences for the first time under the Agreement.
3. Fees shall include all national, local charges and bank charges, except for port taxes and service charges.
4. All Association vessels applying for a fishing licence shall be represented by an agent resident in Seychelles. The name and address of that agent shall be stated in the licence application.
5. The application shall be presented by the Agent in Seychelles appointed by the Owner of an Association Vessel through the Seychelles Fishing Authority. The Agent shall on presenting the application certify that the applicant is a member of the Association.
6. An application shall be lodged to the Seychelles Fishing Authority at least 7 working days before the date when the owner of the Association's Vessel intends to start fishing in the Seychelles Waters.

2.2 Licence Conditions

1. The licence will be issued to the owner of the Association Vessel for the vessel specified in the licence.
2. Subject to subparagraph (3) of this paragraph, a licence is not transferable.
3. Seychelles may, on request, consider,
 - (a) the transfer of a licence by the owner of an Association Vessel to another owner if the transfer arises out of a merger or reconstruction and the other owner is a member of the Association, or
 - (b) the substitution of an Association Vessel specified in a licence (referred to hereinafter as the "old vessel") by another Association Vessel (referred to hereinafter as the "new vessel") if the old vessel is lost and the new vessel is of the same class as the old vessel and belongs to or is operated by the holder of the licence.
4. Where Seychelles agrees to the transfer or substitution referred to in subparagraph (3) of this paragraph the original licence shall be returned to the Seychelles Licensing Authority and the Seychelles Licensing Authority shall issue a new licence. The new licence shall be subject to the same terms and conditions as the original licence and the date of the issue of the new licence.
5. All Association Vessels shall ensure that their International Radio Call Signs (IRCS) are at all times clearly visible both from the sea and from the air, on both sides of the funnel or the superstructure, the dimension of the IRCS must be in line with FAO requirements.
6. A licence shall permit the Association Vessel named in the licence to fish for tuna and tuna-like species in Seychelles Waters for any continuous period of six months and 1 year. The date on which the six months period and the 1 year shall commence and end shall be determined by Seychelles Fishing Authority and the owner of the vessel by agreement.
7. Seychelles may, on the application of the owner of an Association Vessel and on payment of the fee and subject to the Agreement, permit an Association Vessel to continue to fish for tuna and tuna-like species for an additional period of 1 month at the end of the six months period referred to in subparagraph (6) of this paragraph. An application for extension shall be made through the Association, the Agent and the Seychelles Fishing Authority to the Seychelles Licensing Authority at least 7 working days prior to the end of the six month period.
8. A licence shall not extend beyond the terms of this Agreement.
9. A licence shall be valid only so long as the holder of the licence is a member of the Association. The Association shall notify the Seychelles Fishing Authority immediately upon any vessel owner holding a licence pursuant to Agreement

ceasing to be a member of the Association.

2.3 Licence Fees

The licence fee shall be as follows:

- US\$ 24,000 in respect of 1 year period.
- US\$ 17,500 in respect of six month period,
- US\$ 5,500 for each additional 1 month licence period following the six month period.
- In the event of circumstances beyond the control of either parties upon which the Agreement is extended for a period of 3 months or less the following fees shall apply:
- US\$ 5,500 each 1 month period.

2.4 Payment

Any licence fees shall be remitted to the Account of the Central Bank of Seychelles (Account No.021 085473) at the Federal Reserve Bank of New York in the U.S. Dollars.

3. LANDING, TRANSHIPMENT AND BY-CATCH

1. Association Vessels shall endeavour to land and tranship fish caught in Seychelles Waters in Port Victoria, except as otherwise authorized by the Seychelles Fishing Authority or in accordance to any IOTC resolutions.
2. The owners of such vessels however shall notify the Seychelles Fishing Authority as per the requirements of Appendix 7 of this Agreement.
3. Association vessels landing in Port Victoria shall make their by-catches available to the authorities of Seychelles at a negotiated local market price.
4. Furthermore, the Association's vessels shall endeavour to participate in supplying tuna to the Seychelles processing factories at the international market price as may be requested by the authorities of Seychelles.
5. Any transhipment of catches not covered above shall be prohibited in Seychelles EEZ. Any person infringing this provision shall be liable to the penalties provided for under the laws of Seychelles
6. Masters of the Association's vessels engaged in landing or transhipment operations in a port of Seychelles shall allow and facilitate the inspection of such operations by Seychelles Fishing Authority appointed inspectors. Upon completion of inspection, a certificate shall be issued to the master of the vessel.

4. FISHING ZONES

The Association's Vessels shall not fish in zones where fishing by foreign vessels is prohibited under the Fisheries Regulations 1987 as set out in Appendix 6 or any other laws of Seychelles and within three miles around any Fish Aggregating Devices placed by the authorities of Seychelles. The Seychelles Fishing Authority shall notify the Association of any relevant laws of Seychelles referred to in this paragraph and of the location of any Fish Aggregating Device placed by the authorities of Seychelles.

5. TECHNICAL MEASURES

The Association's Vessels shall comply with the measures and recommendations adopted by the Indian Ocean Tuna Commission as well as the applicable national measures regarding fishing gear and the technical specifications thereof and all other technical measures applicable to their fishing activities.

6. OBSERVERS

1. Association Vessels licensed to fish in Seychelles waters under the Agreement shall take on board observers appointed by the Seychelles Fishing Authority on the terms set out below.
 - 1.1 Subject to paragraph 1 of Condition 6 on Annex 1 of this agreement both parties shall agree as to when observers shall begin to board the Association fishing vessels in Seychelles Waters and thereafter the Association vessels shall, at the request of the Seychelles Fishing Authority, take on board one observer, and when the Seychelles Fishing Authority thinks it is appropriate and necessary, two observers, designated by the said Authority.
 - 1.2 The Seychelles Fishing Authority shall draw up a list of vessels designated to take observer(s) on board and a list of the appointed observers. These lists shall be kept up to date. They shall be forwarded to the Association as soon as they have been drawn up and every three months thereafter where they have been updated.
 - 1.3 The Seychelles Fishing Authority shall inform the vessel owners concerned, or their agents, of the name of the observer appointed to be taken on board their vessel no later than 15 days before the observer's planned embarkation date.
2. The time spent on board by observers shall be fixed by the Seychelles Fishing Authority but, as a general rule, it should not exceed the time required to carry out their duties. The competent authority shall inform the owners or their agents thereof when notifying them of the name of the observer appointed to be taken on board the vessel concerned.
3. The conditions under which observers are taken on board shall be agreed between shipowners or their agents and the Seychelles Fishing Authority.

4. Observers shall be taken on board in a manner chosen by the vessel owner, after notification of the list of designated ships.
5. Within two weeks and giving ten days' notice, the vessel owners concerned shall make known at which port of Seychelles and on what dates they intend to take observers on board.
6. Where observers are taken on board at a foreign port, their travel costs shall be borne by the vessel owner. Should a vessel with an observer from Seychelles on board leave Seychelles waters, all measures shall be taken to ensure the observer's return to Seychelles as soon as possible at the expense of the vessel owner.
7. If the observer is not present at the time and place agreed and during the twelve hours following the time agreed, vessel owners shall be automatically absolved of their obligation to take the observer on board.
8. Observers shall be treated as officers. They shall carry out the following tasks:
 - observe the fishing activities of the vessels;
 - verify the position of vessels engaged in fishing operations;
 - perform biological sampling in the context of scientific programmes;
 - note the fishing gear used;
 - verify the catch data for Seychelles waters recorded in the logbook;
 - verify the percentages of by-catches and estimate the quantity of discards;
 - report fishing data once a week by fax or e-mail or other means of communication, including the quantity of catches and by-catches on board taken in Seychelles waters;
 - Masters of vessels shall do everything in their power to ensure the physical safety and welfare of observers during performance of their duties.
9. Similarly, as far as possible, they shall be offered every facility needed to carry out their duties. The master shall give them access to the means of communication needed for the discharge of their duties, to documents directly concerned with the vessel's fishing activities, including in particular the logbook and the navigation log, and to those parts of the vessel necessary to facilitate the exercise of their tasks as observer.
10. While on board, observers shall:
 - take all appropriate steps to ensure that the conditions of their boarding and

presence on the vessel neither interrupt nor hamper fishing operations,

- respect the material and equipment on board and the confidentiality of all documents belonging to the vessel.

11. At the end of the observation period and before leaving the vessel, observers shall draw up an activity report to be transmitted to the Seychelles Fishing Authority, with a copy to the Association, which shall be signed by the observer. A copy of the report shall be handed to the master when the observer leaves the vessel.

12. Vessel owners shall bear the cost of accommodating observers in the same conditions as the officers on the vessel.

13. The salary and social security contributions of observers shall be borne partly by the competent authorities of Seychelles and partly by the vessel owners, the proportion of which shall be determined by both parties.

7. PORT EQUIPMENT AND USE OF SUPPLIES AND SERVICES

The Association's vessels shall endeavour to procure all supplies and services required for their operations in Seychelles. The Seychelles authorities shall lay down, in agreement with the vessels owners, the conditions for using port equipment and, if necessary, supplies and services.

8. CATCH REPORT

1. For the purposes of this Annex, the duration of a trip by an Association vessel shall be defined as follows:

- either the period elapsing between entering and leaving Seychelles waters,
- or the period elapsing between entering Seychelles waters and a transshipment,
 - or the period elapsing between entering Seychelles waters and a landing or transshipment in Seychelles.
- or end of the licence period.

2. All vessels licensed to fish in Seychelles waters under the Agreement shall be obliged to communicate their catches to the Seychelles Fishing Authority in the following manner:

- complete a fishing form as set out in Appendix 3, for each trip it undertakes in Seychelles waters. In the absence of catches, the fishing forms shall still be filled in.
- in the event they call into Port Victoria, submit the completed forms to the

Seychelles Fishing Authority within five days of arrival, or in any event before it leaves port, whichever occurs first,

- in any other case, send the completed forms to the Seychelles authorities within 30 days of arrival in any port other than Victoria.
- Or within 30 days of the end of licence period.

3. The words "**Outside Seychelles waters**" shall be entered in the abovementioned forms in respect of periods during which the vessel is not in Seychelles waters.
4. The forms shall be filled in legibly and signed by the master of the vessel or his representative.
5. Where the provisions set out in this section are not complied with, the Government of Seychelles reserves the right to suspend the licence of the offending vessel until formalities have been completed and to apply the penalty laid down in existing Seychelles legislation. The Agent and the Association shall be informed thereof.

9. ENFORCEMENT

Sanctions

1. Failure to observe any one of the above rules relating to the management and conservation of living resources measures or Seychelles legislation may be penalised by suspension, revocation or non-renewal of the vessel's fishing licence.
2. The Agent and the Association shall immediately be fully informed of any suspension or revocation and of all relevant facts related thereto. During the period of the suspension of a licence or during the remaining period of the validity of a licence which has been revoked, the Association may request another licence which would have otherwise have been applicable, for a vessel from another ship-owner, in accordance with the procedure set out in condition 2.2 of this Annex.

Arrest of fishing vessels

The Seychelles Fishing Authority shall inform the Agent responsible for the vessels, within 48 hours, of the arrest of any fishing vessel of the Association fishing under this Agreement in Seychelles Waters and shall transmit a brief report of the circumstances and reasons leading to such arrest. The Association and the Agent shall be kept informed of any proceedings initiated and penalties imposed.

Control procedures

1. Masters of the Association's vessels engaged in fishing activities in Seychelles waters shall cooperate with any Seychelles official carrying out the inspection and control of fishing activities.

2. These officials shall not remain on board for longer than is necessary for the discharge of their duties.
3. Once an inspection has been completed, a copy of the inspection report shall be given to the master of the vessel.

10. EMBARKATION OF SEAMEN

1. Each of the Association's Vessels shall take on board during its trip in Seychelles waters at least two Seychellois seamen designated by the agent of the vessel, in agreement with the vessel owner, from the names on a list submitted by the competent authority of Seychelles.
2. Vessel owners shall endeavour to take on board additional Seychelles seamen.
3. The vessel owner or agent shall inform the competent authority of Seychelles of the names and particulars of the Seychelles seamen taken on board the vessel concerned, mentioning their position in the crew.
4. The International Labour Organisation's Declaration on Fundamental Principles and Rights at Work shall apply as of right to seamen signed on by Association vessels. This concerns in particular the freedom of association and the effective recognition of the right to collective bargaining, and the elimination of discrimination in respect of employment and occupation.
5. Seychellois seamen's employment contracts, a copy of which shall be given to the signatories, shall be drawn up between the shipowners' agent(s) and the seamen and/or their trade unions or representatives in consultation with the competent authorities of Seychelles. These contracts shall guarantee the seamen the social security cover applicable to them, including life assurance and sickness and accident insurance and the pension benefits applicable to them.
6. Seychellois seamen's wages shall be paid by the ship-owners. They shall be fixed, before licences are issued, by mutual agreement between the ship-owners or their agents and the competent authorities of Seychelles. However, the wage conditions granted to Seychelles seamen shall not be lower than those applied to Seychelles crews performing similar duties and shall under no circumstances be below ILO standards.
7. For the purposes of the enforcement and application of the law of employment the shipowner agent shall be considered as the local representative of the shipowner. The contract concluded between the agent and the seamen shall include also the conditions for repatriation and the pension benefit applicable to them.
8. All seamen employed aboard the Association's vessels shall report to the master of the vessel designated on the day before their proposed embarkation date. Where a seaman fails to report at the date and time agreed for embarkation, ship-owners shall be automatically absolved of their obligation to take the seaman

on board.

9. Where no Seychellois seamen are taken on board for reasons other than that referred to in point 8, shipowners shall be obliged to pay a flat-rate amount equivalent to a figure based on the number of days that the vessel operated in Seychelles' waters multiplied by the amount per day which is fixed at \$ 20. The flat rate amount shall be paid to the Seychelles authorities before the 31st March of every year.
10. That sum shall be used for the training of seamen/fishermen in Seychelles and shall be paid into an account specified by the authorities of Seychelles.
11. Subject to paragraph 1 of Condition 10 of Annex 1 of this Agreement both parties shall agree as to when Seychelles seamen shall begin to be employed on board the Association's vessels fishing in Seychelles waters and thereafter the Association's vessels shall, at the request of the Seychelles authorities, take on board two Seychellois seamen designated by the Seychelles authorities.

11. VESSEL MONITORING SYSTEM AND REPORTING

1. The vessel shall be equipped with a VMS transmitter, either an Inmarsat - C or ARGOS transmitter.
2. The Association's vessels shall be monitored, inter alia, by vessel monitoring systems, without discrimination, in accordance with the provisions set out in Appendix 4.
3. The Association's vessels shall whenever they are in the Seychelles EEZ, report every three days to the Seychelles Fishing Authority by Fax or electronic mail their position and particulars of their efforts and catches as set out in Appendix 1.
4. When notifying entry/exit, vessels shall also communicate their position at the time of communication and the volume and species in catches kept on board. These communications shall be made in the format set out in Appendix 1, by fax or e-mail, to the addresses provided therein.
5. The Association's vessels found to be fishing without having informed the Seychelles Fishing Authority shall be sanctioned according to the Laws of Seychelles.
6. An administration fee of US\$ 500, for fisheries management purposes under this Agreement for each licenses issued for six months and of one year shall be paid to the Seychelles Fishing Authority in the following Account:

Account No: 109982490
Swift Code: BARCSCSC
Barclays Bank (Seychelles) Ltd
Box 167
Victoria
Mahe
Seychelles.

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TYPICAL DESCRIPTION OF THE ASSOCIATION'S VESSELS

Typical particulars :

1. Average gross tonnage : 350
2. Average Overall length : 52.4 metre (171.91 feet)
3. Hull : Steel (painted in white)
4. Engines : Diesel Engine 1
Brake Horse Power 1600
5. Communication Equipment : Radio Telegraph
6. Navigational Equipment : Loran, Direction Finder, Depth Sounder, Radar, Auto Pilot, Gyrocompass
7. Freezing Machinery : Semi Air Blast System
Daily Capacity : 8 tons
8. Fishing Gear (To be used per set) : Longline 500 Baskets
One baskets consists of
 - Longline 300 meter × 1
 - Branch line 20-30 meter × 5
 - Hook 5
 - Float line 25 meter × 1
 - Buoy 1
9. Fish Storage and Holding facilities :

Freezing Chamber	4	113	M3 (-60xC)
Lobby	2	49	M3 (-50xC)
Fish Hold	5	496	M3 (-55xC)
10. Number of Crew : Total 21 (Officers 6, Seamen 15)

Memorandum of Understanding

WHEREAS the Republic of Seychelles and Taiwan Deep Sea Tuna Boatowners and Exporters Association have entered into a fishing agreement dated 24th day of December, 2007, the Taiwan Deep Sea Tuna Boatowners and Exporters Association the has also agreed the following:

Subject to condition 3 (3) of Annex 1 of this Agreement, all Association vessels coming into Port Victoria shall sell all their by-catches to the authorities of Seychelles at a local negotiated market prices.

Dated this 24th day of December, 2007.

UHS 30

Memorandum of Understanding

WHEREAS the Republic of Seychelles and Taiwan Deep Sea Tuna Boatowners and Exporters Association have entered into a fishing agreement dated 24th day of December, 2007, the Taiwan Deep Sea Tuna Boatowners and Exporters Association has also agreed the following:

Notwithstanding the definition of the duration of a fishing trip by an Association vessel given in condition 8 (1) of Annex 1 of this Agreement, considering that Association vessels make multiple fishing trips during a month, it is understood that the Association shall provide the SFA with a monthly report which shall identify all the individual fishing trips undertaken during one month and this shall be based on the form provided in Appendix 3 of this Agreement.

The monthly report shall be submitted no more than 15 working days after the end of the one month period stated above.

Dated this 24th day of December, 2007.

Memorandum of Understanding

WHEREAS the Republic of Seychelles and Taiwan Deep Sea Tuna Boatowners and Exporters Association have entered into a fishing Agreement dated 24th day of December, 2007, both parties have also agreed the following:

The Republic of Seychelles undertakes to suspend Condition 11 (3) of Annex 1 of this Agreement. The Association agrees that whenever its vessels are in Seychelles EEZ, to present the data of licensed vessels as set out in Appendix 2a of the Agreement.

This data shall be submitted to the Seychelles Fishing Authority at every Wednesday of the following week.

Dated this 24th day of December, 2007.

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Memorandum of Understanding

WHEREAS the Republic of Seychelles and Taiwan Deep Sea Tuna Boatowners and Exporters Association have entered into a fishing agreement dated 24th day of December, 2007, the Taiwan Deep Sea Tuna Boatowners and Exporters Association has also agreed the following:

Notwithstanding Condition 2.2 (8) of Annex 1 of this Agreement, vessels applying for licences within the first four (4) months of the Agreement coming into effect shall be eligible to take issued 1 year licences. It is also agreed that vessels applying for licenses after the aforementioned period shall only be issued 6 months and subsequent 1 month licences.

Dated this 24th day of December, 2007.

Handwritten initials and signature: "JHS" and a stylized signature.

Memorandum of Understanding

WHEREAS the Republic of Seychelles and Taiwan Deep Sea Tuna Boatowners and Exporters Association have entered into a fishing agreement dated 24th day of December, 2007, Taiwan Deep Sea Tuna Boatowners and Exporters Association has also agreed the following:

With reference to Condition 6(1.1) of Annex 1 of this Agreement, the Taiwan Deep Sea Tuna Boatowners and Exporters Association shall make a payment of US\$ 2,000 per vessel licensed for 1 year and 6 months under this agreement, to the Seychelles Fishing Authority which shall go towards the training and setting up of a Seychelles observer programme. This shall until such a time the Association agrees to take Seychelles appointed observers on board Association vessels.

With reference to Condition 10(10) of Annex 1 of this Agreement, the Taiwan Deep Sea Tuna Boatowners and Exporters Association shall make a payment of US\$ 1,000 per vessel licensed for 1 year and 6 months under this agreement, to the Seychelles Fishing Authority which shall go towards the training of Seychellois seamen. This shall until such a time that the Association agrees to take Seychellois seamen on board Association vessels.

All monies mentioned under this MOU shall be paid in the following Seychelles Fishing Authority Account:

Account No:109982490
Swift Code: BARCSCSC
Barclays Bank (Seychelles) Ltd
Box 167
Victoria
Mahe
Seychelles.

Dated this 24th day of December, 2007.

REPORTING - ENTRY AND EXIT OF SEYCHELLES EEZ

1. ENTRY REPORT FORMAT

(12 HOURS PRIOR TO THE EVENT)

(CONTENT) (TRANSMISSION)

(1) ADDRESEE SFA

(2) ACTION CODE IN

(3) VESSEL NAME

(4) CALL SIGN

(5) POSITION OF ENTRY

(6) DATE AND HOUR (GMT) OF ENTRY

(EXAMPLE)

SFA IN TTA 1 TAAA 0049 5920 01 0630Z JAN

(7) CATCH BY SPECIES ON BOARD (PRODUCTED WEIGHT)

(TENTH OF TONS)

ALBACORE AL

BIGEYE BE

YELLOWFIN YF

OTHERS OT

SHARKS -----SHK

2. DEPARTURE REPORT FORMAT

(12 HOURS PRIOR TO THE EVENT)

(CONTENT) (TRANSMISSION)

(1) ADDRESEE SFA

(2) ACTION CODE OUT

(3) VESSEL NAME

(4) CALL SIGN

(5) POSITION OF DEPARTURE

(6) DATE AND HOUR (GMT) OF DEPARTURE

(EXAMPLE)

SFA OUT TTA 1 TAAA 0138 5942 29 2345Z JAN

(7) CATCH BY SPECIES ON BOARD (PRODUCTED WEIGHT)

(TENTH OF TONS)

ALBACORE AL

BIGEYE BE

YELLOWFIN YF

OTHERS OT

SHARKS..... SHK

7/2
J.S

Logbook of Taiwanese Longliner Operating in Seychelles Water (Weekly Report)

Appendix 2a

報告期間 (PERIOD COVERED)

船名 Vessel name :

從

月 MONTH

到

月 MONTH

FROM

日 DAY

TO

日 DAY

執照號碼 License number :

星期 week	位置 POSITION		下鈎數量 Number of hooks used	漁獲量 (CATCH)										每日總重量合計 Daily Total	
	緯度 LAT	經度 LONG		鰐魚 Sharks	黃魷魚 Yellowfin	大目魷 Bigeye tuna	長鰭魚 Albacore	劍旗魚 Swordfish	雨傘旗魚 Sailfish	旗魚類 Marlins	雜魚 Other				
	請選南北緯 N/S	東經 E		尾pes	重量kg	尾pes	重量kg	尾pes	重量kg	尾pes	重量kg	尾pes	重量kg	尾pes	重量kg
一 MON															
二 TUE															
三 WEN															
四 THU															
五 FRI															
六 SAT															
日 SUN															
合 計 (total)															

※作業時或遇鯨豚(俗稱海豬)掠食部分或全部漁獲時，請船長略計被掠食之尾數填上。此數字為提供相關漁業局作研究參考資料。

※每週作業動態報表，須在每星期一呈報前七天的作業資料，

※作業位置請填寫每天中午12點(當地時間)之船位。

每星期一填寫報告時 日期 :

(當地時間 12:00 點) 經緯度 :

(船長簽字)

WEEKLY CATCH REPORT FORMAT

(EVERY TUESDAY AND FRIDAY OR DATE OF DEPARTURE)

(CONTENT)

(TRANSMISSION)

(1) ADDRESEE

SFA

(2) ACTION CODE

WCRT OR WCRF

(3) VESSEL NAME

(4) CALL SIGN

(5) CATCH BY SPECIES (PRODUCTED WEIGHT) AFTER LAST REPORTING

(TENTH OF TONS)

ALBACORE AL

BIGEYE BE

YELLOWFIN YF

OTHERS OT

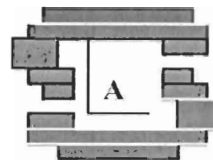
(6) **EFFORT : NUMBER OF SET**

(EXAMPLE)

SFA WCRT TTA 1 JAAA 19 JAN 0020 5445 AL-0.3 BE-1.7 YF-1.9 OT-0.3

443 - 70

SEYCHELLES LICENSING AUTHORITY
P.O. BOX 3
VICTORIA, MAHE
REPUBLIC OF SEYCHELLES



TEL: 224314 TELEFAX: 224256

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE
(In accordance with Licences (Fisheries) Reg. 1987)

Name of applicant
Residential/Postal Address Tel No.....

Names/Address of owner or Charterer (if different from above)
.....

Name/Address of agent or other legal representative in Seychelles
.....

Name/Address of Master of vessel

Name of vessel Length.....

Type of vessel Registered net tonnage.....

Engine type and horse power GRT N/T.....

Port and Country of registry Speed.....

Registration number Construction.....

Radio call sign/Signal letter Loading Cap.....

Frequency
.....

Description of fishing operations authorised:
.....

Areas to be fished **ALL AREAS EXCEPT AREAS STIPULATED IN FISHERIES
REGULATION**

Species of fish to be taken Tunas and Tuna-like

Species.....

Requirements concerning disposal of by-catch

Reporting requirements as per Fisheries Regulations 1987
.....

Authorised landing places

Period of validity from to.....

I hereby certify that the particulars given are true and correct

Date..... Signature of Applicant.....

Processing fees SR..... Licence fees

Paid Cash/Cheque No **Receipt** No

FOR OFFICIAL USE

27
6/15/88

PROVISIONS ESTABLISHING THE METHOD TO BE USED FOR THE TRANSMISSION OF DATA RELATING TO SATELLITE MONITORING OF THE POSITION OF ASSOCIATION VESSELS FISHING UNDER THE AGREEMENT BETWEEN THE REPUBLIC OF SEYCHELLES AND TAIWAN DEEPSEA TUNA BOATOWNERS AND EXPORTERS ASSOCIATION ON FISHING ACTIVITIES IN SEYCHELLES WATERS.

This protocol seeks to give the Seychelles Fishing Authority (SFA) the necessary management tool to effectively monitor the movements of The Association's vessels that are licensed to operate within the Seychelles EEZ under the Agreement between the Republic of Seychelles and the Taiwan Deepsea Tuna Boatowners and exporters Association referred herein as the Association/Seychelles Fisheries Agreement. For the effective implementation of this Agreement it is recommended that there should not be any form of discrimination between the reporting requirements of any foreign vessels that are licensed by the Seychelles Government to harvest resources inside the Seychelles Exclusive Economic Zone (EEZ).

1. For the purpose of satellite monitoring, it is agreed by the Seychelles Fishing Authority (SFA) and the Association that the Argos and/or Inmarsat C transmitter shall be used by the Association's vessels. The SFA shall, if necessary, communicate to the Service Provider utilized by the Association's vessels licensed to fish in the waters of the Seychelles, the coordinates (latitudes and longitudes) of the Seychelles Exclusive Economic Zone. The SFA will transmit this information in electronic format, expressed in degrees decimal in the Wgs-84 system.
2. The SFA and the relevant Service Provider will exchange information on their respective electronic mail and the specifications to be used by their respective Service Provider in accordance with the conditions established in points 5 and 7. This information will include as far as possible, the names, the telephone and fax number and the electronic addresses (Internet) that can be used for the general communications between the Seychelles fishing Authority Fisheries Monitoring Centre (SFAFMC) and the Service Provider.
3. The position of the vessels will be determined with a margin of error of less than 500 meters and with a confidence interval of 99%.
4. The Association's vessels licensed to fish in the Seychelles EEZ shall voluntarily switch on the VMS transmitter 12(twelve) hours prior to entry of the Seychelles EEZ. The transmitter shall be kept on at all times while the vessel is inside the Seychelles EEZ, except when the vessel is at anchor within the confines of Victoria Harbour. Vessels leaving the confines of Victoria Harbour shall switch on their VMS transmitter at least 6 (six) hours prior to departure.
5. The Association's vessels transmitter shall be kept on at all times while the vessel is inside the Seychelles EEZ, except when the vessel is at anchor within the confines of Victoria Harbour. Vessels leaving the confines of Victoria Harbour shall switch on their VMS transmitter at least 6 (six) hours prior to departure.
6. Advice of entry into the Seychelles EEZ shall be sent to the Seychelles Fishing Authority Fisheries Monitoring Centre 12(twelve) hours prior to entry. Subsequent to the initial

notification of entry, if the Association's Vessels intend to exit and thereafter, make multiple entry and exit during which fishing operations are contained within a 30 nautical miles zone outside the Seychelles EEZ, the Association's Vessels shall be exempted from this requirement.

7. When an Association vessel enters into the Seychelles waters, subsequent position reports shall be communicated by the Service Provider to the Seychelles Fishing Authority Fisheries Monitoring Centre automatically, in near real time, at least every hour (frequency). These messages are identified as Position Reports.
8. Notwithstanding the above, as may be agreed by both parties, a licensed Association vessel when it enters within a radius of 30 nautical miles of the Seychelles EEZ, the Association shall ensure that subsequent position reports are automatically communicated by the Service Provider to the Seychelles Fishing Authority FMC.
9. The messages referred to in item 6 shall be transmitted by electronic mail without any additional protocol. All messages will be communicated automatically, in near real time in accordance with the Argos (Ds or TX format) or Thrane & Thrane compatible Land Earth Station format.
10. In the event of a technical problem or malfunction of the satellite monitoring device installed on board the fishing vessel, notification of the problem or malfunction of the transmitter, the SFA shall notify the Agent to avoid misunderstanding by the language problem. Meanwhile, Global Position Report will be sent to the FMC of the SFA at 6.00 am, 12.00 pm and 6.00 pm (Seychelles local time) as long as the ship is in Seychelles waters. This Global Position Report will include the position reports as registered by the master of the vessel on an hourly basis. In case of necessity or doubts, the SFA could ask for a determine vessel a transmission of the position report every hour. And the owner shall investigate the causes of its problem through communication with the vessels and informing the SFA the nature of the problem.
11. Notwithstanding the above, vessel with defective equipment shall have the equipment repaired or replaced within 45 days or at the conclusion of its fishing trip if it is before 45 days.
12. Vessels that have been called into port by the SFAFMC due to defective satellite monitoring devices shall only leave port upon the receipt of an authorisation from SFAFMC.
13. Vessels with defective satellite monitoring devices will not be allowed to renew their licences until the Seychelles Fishing Authority Fisheries Monitoring Centre is satisfied that the device is functioning in accordance to point 6 above.
14. Monitoring data transmitted in accordance with the provisions of this protocol shall be intended exclusively for, control, management, monitoring and enforcement by the Seychelles authorities of the Association's fishing fleet licensed under the Association/Seychelles fishery agreement. These data cannot be communicated to other parties under any circumstances, except with the written consent of the vessel owner, on a case by case basis, or by an order of the Court in Seychelles.
15. The parties agree to take all the necessary steps to fulfil the requirements relating to the messages provided for in item 6 upon being granted a license to fish in the Seychelles or as soon as the licensed vessel enters the Seychelles EEZ.



16. It is agreed that, at the request of either party, there will be an exchange of information on the equipment used for satellite tracking, in order to ensure that the said equipment is fully compatible with the requirements of the other party for the purposes of this protocol.
17. Any problems arising out of the implementation of this Agreement will be discussed and resolved through the Provisions of Article 6 of the Agreement considering the friendship between two parties.
18. Any of the Association's fleet, covered by the Association/Seychelles fisheries agreement, found fishing inside the Seychelles EEZ without a functional VMS transmitter, and not implementing provision 7 of Appendix 4 of this Agreement, shall be prosecuted under the applicable laws of Seychelles.

Handwritten signature and initials in the bottom right corner of the page.

Zones where Fishing by Foreign Vessels is prohibited

Zone 1: Comprising an area around Mahe Island and Seychelles Bank with the boundary running as follows:-

From Point 1 (Latitude 5°22.0'S and Longitude 57°23.0'E) to Point 2 (Latitude 3°40.0'S and Longitude 56°06.9'E) to Point 3 (Latitude 3°30.0'S and Longitude 55°11.0'E) to Point 4 (Latitude 3°55.0' S and Longitude 54°23.0'E) to Point 5 (Latitude 4°44.0'S and Longitude 53°47.0'E) to point 6 (Latitude 5°38.0'S and Longitude 56°08.0'E) to point 7 (Latitude 6°34.04'S and Longitude 56°02.0'E) to Point 8 (Latitude 6°34.0'S and Longitude 56°23.0'E) and back to Point 1, the Point of commencement.

Zone 2: Comprising an area around Platte Island with the boundary running as follows:-

From Point 1 (Latitude 6°06.3' Sand Longitude 55°35.6'E) to Point 2 (Latitude 5°39.0'S and Longitude 55°35.6'E) to Point 3 (Latitude 5°39.0'S and Longitude 55°10.0'E) to Point 4 (Latitude 6°06.3'S and Longitude 55°10.0'E) and back to Point 1, the point of commencement.

Zone 3: Comprising an area around Coetivy Island with the boundary running as follows:-

From Point 1 (Latitude 7°23.0'S and Longitude 56°25.0'E) to Point 2 (Latitude 6°53.0'S and Longitude 56°35.0'E) to Point 3 (Latitude 6°53.0'S and Longitude 56°06.0'E) to Point 4. (Latitude 7°23.0'S and Longitude 55°56.0'E) and back to Point 1, the point of commencement.

Zone 4: Comprising an area around the Fortune Bank with the boundary running as follows:-

From Point 1 (Latitude 7°35.0'S and Longitude 57°13.0'E) to Point 2 (Latitude 7° 01.0'S and Longitude 56°56.0'E) to Point 3 (Latitude 7°01.0'S and Longitude 56°45.0'E) to Point 4 (Latitude 7°16.0'S and Longitude 56°40.0'E) to Point 5 (Latitude 7°35.0'S and Longitude 56°49.0'E) and back to Point1, the point commencement.

Zone 5: Comprising an area around the Amirantes Islands, with the boundary running as follows:-

From Point 1 (Latitude 5°45.0'S and Longitude 53°55.0'E) to Point 2 (Latitude 4°41.0'S and Longitude 53°35.6'E) to Point 3 (Latitude 4° 41.0'S and Longitude 53°13.0'E) to Point 4 (Latitude 6°09.0's and Longitude 52°36.0'E) to Point 5 (Latitude 6°33.0'S and Longitude 53°06.0'E) and back to Point 1, the point of commencement.

Zone 6: Comprising an area around Alphonse Island with the boundary running as follows:-

From Point 1 (Latitude 7°21.5'S and Longitude 52°56.5'E) to Point 2 (Latitude 6°48.0'S and Longitude 52°56.5'E) to Point 3 (Latitude 6°48.0'S and Longitude 52°32.0'E) to Point 4 (Latitude 7° 21.5'S and Longitude 52 32.0'E) and back to Point 1, the point of commencement.

Zone 7: Comprising an area around the islands of Providence, Farquhar and St. Pierre and Wizard Reef with boundary as follows:-

From Point 1 (Latitude 10°20.0'S and Longitude 51°29.0'E) to Point 2 (Latitude 8°39.0'S and Longitude 51°12.0'E) to Point 3 (Latitude 9° 04.0'S and Longitude 50°28.0'E) to Point 4 (Latitude 10°30.0'S and Longitude 50°46.0'E and back to Point 1, the point of commencement.

Zone 8: Comprising an area around Cosmoledo and Astove Islands with the boundary running as follows:-

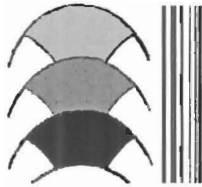
From Point (Latitude 10°8.0'S and Longitude 48°02.0'E) to Point 2 (Latitude 9°34.0'S and Longitude 47°49.0'E) to Point 3 (Latitude 9°23.0'S and Longitude 47°34.0'E) to Point 4 (Latitude 9°39.0'S and Longitude 47°14.0'E) to Point 5 (Latitude 10°18.0'S and Longitude 47°36.0'E) and back to Point 1, the point of commencement.

Zone 9: Comprising an area around Aldabra and Assumption Islands, with the boundary running as follows:-

From Point 1 (Latitude 9° 54.0'S and Longitude 46°44.0'E) to Point 2 (Latitude 9°10.0'S and Longitude 46°44.0'E) to Point 3 (Latitude 9°10.0'S and Longitude 46°01.0'E) to Point 4 (Latitude 9°59.0'S and Longitude 46°01.0'E) and back to Point 1, the point of commencement.

The area of the zones described in this Schedule is shown in red lines on charts ML/ADN/73B deposited in the office of the Director of Surveys.

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Appendix 7

Seychelles Fishing Authority

P.O. Box 449
Fishing
Port Mahé
Seychelles
Tel: 670300
Tlx: 2284 SFA
SZ Fax: 224508
E-mail: management@sfa.sc

Application for Authorisation to undertake Landings/Transshipment

Applicant:

Name of applicant: _____ Date of application: _____

Name of fishing vessel: _____ Flag: _____

Transshipment Details

Date and approximate time of transshipment: _____

At Sea

Landings/Transshipment In Foreign Port

Name of carrier vessel: _____ Country: _____

Flag and registration number of carrier vessel: _____ Name of Port: _____

Radio call sign of Carrier vessel: _____ Landings: ☐ Transshipment to carrier Vessel: ☐

Approximate area of transshipment: _____ Name Of Carrier vessel: _____

Latitude: Degrees _____; Minutes _____ N/S Flag and Registration of Carrier vessel: _____

Longitude: Degrees _____; Minutes _____ N/S Radio Call sign of Carrier vessel: _____

Species of fish to be Landed/transhipped (Kg):

Bigeye Tuna	Yellowfin Tuna	Swordfish	Marlin	Others	Sharks	(For Transhipped Fish) Point of unloading

Signature & Official Stamp of applicant: _____

Handwritten signature and stamp